

INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)	1 SOLICITATION NO. N00174-00-R-0001	2. (X one) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)

NITRAMINE INTERMEDIATES FACILITY (NIF)

5. PROCUREMENT INFORMATION (X and complete as applicable)			
<input checked="" type="checkbox"/>	a.	THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/>	b.	THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)	
<input type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concern
<input type="checkbox"/>	(3) Combined Small Business/ Labor Area Concern		

6. ADDITIONAL INFORMATION:

CONTRACTORS: Please pay attention to Section L of the solicitation for details on the Pre-Proposal Conference.

THERE IS NO PREVIOUS HISTORY AS THIS IS A FIRST TIME BUY FOR INDIAN HEAD

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL		
7 NAME AND ADDRESS DONNA M. CHANEY ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) (301) 744-6656 Fax (301) 744-6547	NO COLLECT CALLS

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify)		THE TYPE OF ITEMS INVOLVED	
9. MAILING LIST INFORMATION (X ONE)				
<input type="checkbox"/>	YES		<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED				
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
DATE (YYMMDD)	LOCAL TIME

TO: SUPPLY DEPARTMENT
INDIAN HEAD DIVISION, NSWC
101 STRAUS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE:

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED DO C9E	PAGE OF 1 80
2. CONTRACT NO.	3. SOLICITATION NO. N00174-00-R-0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10-Nov-99	6. REQUISITION/PURCHASE NO.
7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: DONNA M. CHANEY (301) 744-6656			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 3:00 PM EST local time **13 DEC 1999**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME DONNA M. CHANEY CODE, 1142B	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 744-6656
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11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
TASK A/PHASE 1 CONCEPT VALIDATION					
0001	NITRAMINE INTERMEDIATES FACILITY (NIF), IAW THE STATEMENT OF OBJECTIVES (SOO), SYSTEM REQUIREMENTS DOCUMENT (SRD) AND THE STATEMENT OF WORK (SOW) (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	1	EA		
OPTION I					
0002	LISCENSING AGREEMENT (IF REQUIRED)(SEE THE PARAGRAPH ON LICENSING IN THE SOO)	1	EA		
<u>OPTION II</u>					
0003	EX99 FORMULATION IAW THE SOO, SRD, AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	300	LBS		
<u>OPTION III</u>					
0004	EX99 FORMULATION IAW THE SOO, SRD, AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	300	LBS		
<u>OPTION IV</u>					
0005	EX99 FORMULATION IAW THE SOO, SRD, AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	300	LBS		

ITEM	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
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OPTION V

0006	EX99 FORMULATION IAW THE SOO, SRD, AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	300	LBS		
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PHASE II

0007	DETAILED ENGINEERING DESIGN IAW THE SOO, SRD AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	1	EA		
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PHASE III

0008	CONSTRUCTION IAW THE SOO, SRD AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	1	EA		
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PHASE IV

0009	START-UP AND TRIALS IAW THE SOO, SRD AND THE SOW (AS WRITTEN BY THE OFFEROR AND WHICH SHALL BECOME A PART OF THE RESULTANT CONTRACT)	1	EA		
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IAW = IN ACCORDANCE WITH

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF OBJECTIVES

PROJECT TITLE: Nitramine Intermediates Facility (NIF)

STATEMENT OF OBJECTIVES (SOO) NUMBER:

Station: INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER

Location: INDIAN HEAD, MD 20640-5035

Technical Contact (Project EIC): Mr. Ashley Johnson, Code 20P1

Dated: November 10, 1999

Scope

This effort provides for the development of a nitramine intermediates capability. This SOO sets forth the policies governing, procedures to be utilized, and criteria for the procurement of services to design, build, and start up a Nitramine Intermediates Facility (NIF) for the development of nitramine propellants and other energetic materials at Indian Head Division Naval Surface Warfare Center (IHDIV, NSWC). The NIF will interface with a Continuous Processing Facility; therefore the NIF must manufacture a product suitable for use in a twin screw extruder. The "product" is defined as the finished material ready for use in the TSE. The baseline architecture for the NIF will include equipment for liquid and solid raw materials handling, product collection/take away/storage, and process stream recovery and treatment.

Appendix A is provided as the System Requirements Document (SRD). Appendix B defines the location and topographic features of the possible facility sites and the existing conditions to consider in the development of this project. Modifications to the building(s) and surrounding area are expected to permit equipment installation and meet project objectives. A baseline schedule is provided in Appendix C. Appendix D contains testing methods. This facility is required to be operational by 1Q FY03. Earlier operational status would be advantageous to the government.

Baseline Contract Definition

The contract baseline has four phases. Phase I is baselined at 7 months for concept development requirements analyses, systems definition, risk mitigation and planning for Phase II. Phase II is baselined at 10 months for detailed engineering design. Phase III is baselined at 24 months for facility construction. Phase IV is baselined at 5 months for start-up, testing, training and station integration.

Objectives:

This SOO is to solicit for the preparation of statements of work and

technical proposals in support of the program objectives. The project must be phased to coordinate efforts with funding availability.

Phase I Objectives - Concept Validation

The objective of Phase I is to perform necessary concept validation analyses, systems definition, risk mitigation, and planning to enter Phase II detailed engineering design. Submission of sample material, made by the validated production concept, which satisfies system requirements document material characteristics, is expected.

Phase 1 Specific Objectives are:

1. Validate proposed technical options. A Test Plan will be formulated and executed during this phase. It shall be executed by following a detailed logic plan/diagram. Each step/branch shall have a detailed criterion to indicate where to proceed to in the following step. The plan will give a summary of each test to be performed as well as where they will be done and on what scale.
2. Identify optimum process flow.
3. Produce a sample batch of a minimum of 300 pounds of material (EX99 formulation) using the proposed process/method with the option to purchase four additional, individual, 300 pound batches.

NOTE: IHDNSWC will perform various tests on this material to justify concurrence with the SRD. The material will be processed into grains to generate firing/performance results. The material is subject to qualification/acceptance. The government has the right to reject material on a pass/fail basis. If requirements in the SRD cannot be confirmed or obtained, changes affecting phase II-IV may be jointly decided upon by IHDIV and the Offeror.

- 3A. Prepare a final report/data package on the sample batch of material. This will contain all relevant data gathered while producing the 300 pounds and be an accurate representation of what was done.
4. Analyze and allocate process requirements to the facility locations.
5. Perform cost/performance/sustainability sensitivities and trades
6. Identify producibility/sustainability risks and provide appropriate risk tracking mitigation (preliminary hazard analyses, etc.).
7. Examine existing facility/utility adequacy for intended applications.
8. Define and coordinate the internal and external interface requirements for the NIF and develop an integration plan.
9. Prepare a concept package which shall consist of a site plan, a floor plan with equipment layout, a sketch of the building elevations showing fenestrations, any additional buildings or equipment rooms, a description of salient design features and where appropriate an explanation for that particular approach, a description of how the proposed facility would function with respect to refill and product collection.

10. Prepare a revised statement of work (SOW) to design, construct and demonstrate an NIF that best satisfies the performance requirements as defined in the system requirements document (SRD) and meets the objectives for Phases II through IV as defined below.

NOTE: The government will make a decision to continue to Phases II-IV at the end of Phase I. All objectives are factors in the decision process.

Phase II Objectives - Detailed Engineering Design

Phase II will mature the efforts of Phase I into a cohesive package suitable for plant erection. Phase II is contingent upon the feasibility of Phase I and, if applicable, a contractual license agreement and/or the acquisition of data rights between IHDIV and the Offeror. Specific objectives are:

1. Prepare all designs and documentation required (such as calculations, construction drawings, specifications, project plans, schedules, facility site plans, formal hazards analysis) to procure equipment and construct the facility.
2. Implement logistics support analysis and an ILS program to define/refine logistic plans.
3. Acquire Approved Long Lead Time Equipment

Phase III Objectives - Construction

Phase III will focus on facility erection based on the approved designs and plans developed in Phase II. Specific Phase III objectives are:

1. Procure remaining required materials and equipment.
2. Construct the Nitramine Intermediates Facility (NIF) and install all equipment.

Phase IV Objectives - Start-up and Trials

Phase IV will validate the NIF and facilitate a controlled assumption of responsibility for the new processes and equipment. Specific objectives for Phase IV are:

1. Start-up all facility equipment.
2. Functionally demonstrate all buildings, services and equipment.
3. Train Government personnel using inert simulants or acceptable substitutes.
4. Provide technical support for 1 year after Government acceptance and submit a support response plan that addresses this requirement.
5. Deliver ILS package.
6. Develop PRB/ PRB Packages with NSWG
7. Participate in PRB/PRR Reviews

Definition of Terms

SRD (Systems Requirements Document) The SRD is an attachment to the SOO. It states the minimal technical requirements for this

facility. It is the starting point in design.

ILS (Integrated Logistics Support) A plan of how this facility interacts with the other facilities/operations/components at NSWCIHDIV. This includes all operations associated with any and all aspects of this plant such as maintenance, spare parts, transportation, equipment testing, etc.

PRB (Process Review Board) A committee of IHDIV personnel who critique and approve an explosive operation. The PRB validation must show that the process can operate following the standard operating procedures (SOP's) to produce the desired results and that the facility, equipment, and operating procedures meet technical, security, quality, explosives, safety, OSH, and environmental requirements.

PRR (Process Readiness Review) A comprehensive, formal review by specialists to evaluate the technical, schedule, and cost risks associated with a project prior to the start of production.

IPT (Integrated Process Team) A team of people from different disciplines who collaborate on a given task or project.

IMP (Integrated Master Plan) A plan of how all aspects of the facility, from start to finish, is intended to run. This is a detailed overview of how the contractor intends on completing this project.

Overall Objectives:

The offeror's submitted proposal shall comply with the SOO/SRD. The following are additional objectives that the offeror shall consider in his submission. Alternative methods or approaches are welcome and should be addressed in respect to overall program objectives.

Environmental

Design and construct buildings, equipment and processes that eliminate or minimize any impact to the environment. Comply with all state and Federal regulations.

Explosive Safety

Buildings and equipment designed and constructed to protect personnel from the hazards associated with explosives, propellants, other hazardous materials and operations. Design and fabricate/purchase all facilities and equipment in accordance with latest revisions of Ammunition and Explosives Ashore Safety Regulations For Handling, Storing, Production, Renovation, and Shipping (NAVSEA OP 5) and the Indian Head Division Safety Manual (IHDIVNAVSURFWARCENINST 5100.22).

References in these documents must be reviewed for consideration into the facility design and construction.

Design Review

Identify potential risks/hazards throughout the facility design and communicate their mitigation as appropriate per MIL-STD-882C or approved equivalent. The proposal shall define a system that incorporates IHDIV process and safety personnel as part of a continuous review of the facility design. This may be in the form of an Integrated Process Team (IPT) meeting with government personnel.

Early development of an "on-site" presence is expected to facilitate this interaction. IHDIV management must approve the proposed and final facility site plans, and final design. The objective is to minimize the time for this approval, with few if any changes required. Ten half-size (C) Sets are required for each review.

Documentation

Technical manuals or other related technical documentation will contain a description of effective use and maintenance for the facility, subsystems, components and equipment. These manuals, general information, safety, installation and functional description normally include operational instructions, theory of operation, maintenance instructions, parts lists or parts breakdown and related technical information or procedures not of an administrative nature. Complete facility drawings showing "as-built" conditions of the facilities are required. All final drawings shall be prepared on "F" sized (30" by 42") Mylar. Include appropriate compliance and reference documents. The documents that are included shall be listed in a fashion sufficient to properly identify the revision that will be used, and shall include appropriate tailoring. Provide the process review information required for the Process Review Board (PRB) as identified in IHDIVNAVSURFWARCENINST 5100.22F Section 4.7 (3). The contractor shall provide support during the PRB presentation process (Program Manager and other key personnel available as required to provide technical information to panel members.) Examples of this documentation will be provided upon request. Provide all documentation in a digital format. Databases and spreadsheets shall be in Microsoft Access and Excel; word processing shall be in Microsoft Word. All drawings shall be in AUTOCAD Release 14.

Construction Objectives

The proposal shall provide a project plan and schedule. The schedule shall be updated monthly as a minimum throughout the project. The Contractor shall perform all construction work in accordance with the approved design drawings, specifications, and schedule.

Configuration Management

Propose a methodology for managing the configuration of the design and construction of the project that is clear and unambiguous. The Government will maintain configuration control of the functional and performance requirements only, while giving the Offeror responsibility

for the detailed design. The Offeror is given maximum flexibility to make changes in the system design approach without review and approval, except for alterations to the system requirements document (SRD).

Technical Proposals

The offeror shall prepare a technical proposal which is consistent with the SOO and which addresses the requirements of the SRD. The technical proposal must describe the technical solutions that are necessary to accomplish the desired product referenced in the SOO and SRD. This proposal must have sufficient details to assure the government that the solutions are feasible and economical. The technical proposal shall address all aspects of the process to be utilized, show a thorough understanding of the technical challenges represented by the proposed project; and identify appropriate technologies and/or approaches.

In order to demonstrate the offeror's understanding of the project and to better communicate their approach to the Government, the offeror shall submit a facility concept with the technical proposal. The concept shall consist of as minimum:

- A. A site plan
- B. A floor plan with an equipment layout
- C. A sketch of the building elevation
showing fenestrations
- D. Any additional buildings or rooms
- E. A narrative description salient
features such as:

- Materials of construction
- Access to the facility
- Egress from the facility
- Approach to venting over pressure
- Lighting and power systems
- Industrial ventilation
- Lightning protection and grounding
- Fire protection (detection and extinguish)
- HVAC and controls
- Utilities
- Safety interlocks and warnings
- Material handling and movement systems
- Waste management, and

Where appropriate an explanation for that particular approach.

F. A description of how the proposed facility would function with respect to refill and product collection.

Quality Control

The proposal shall address how a quality control (QC) plan that covers all phases of the project will be implemented. The offeror shall identify means by which the government is kept informed of all quality problems that arise and their proposed solutions. The offeror shall identify how all procurements and contracts/subcontracts are monitored to ensure quality guidelines are followed and design requirements are adhered to. The offeror shall include selection criteria for the sub contractors. The offeror shall identify how construction, start-up, and testing are monitored to ensure the facility is constructed and operates as per approved design. Metrics must be included as part of the plan against which progress of design and construction can be measured.

Occupational Safety and Health

The contractor shall provide buildings and equipment that are designed and constructed to protect personnel from occupational safety hazards. Design, fabricate, and purchase all facilities and equipment to ensure compliance with federal, state, local regulations and the Indian Head Safety Manual. Ensure personnel exposure to hazardous substances is below the lowest of levels established in 29 CFR 1910.1000 or the American Conference of Government Hygienists (ACGIH) Threshold Limit Values (TLVs).

Licensing

If the proposed process involves data rights or licensing, then the following will apply. The government's intention is to acquire all information/data pertinent to the technology which is patented or requires licensing. IHDNSWC desires nonexclusive rights to use this technology. Payment for the transfer of information will be made in intervals throughout the terms of this contract. Funding issues will be negotiated between Phases I and II.

Training

Provide a training and support package, which supplies detailed training plans for each system and sub-system. These training plans shall contain the necessary information to train government personnel to safely operate all equipment and systems throughout their full operation range. The contractor shall train government personnel using these training plans and support government personnel throughout start up of all equipment and systems. Provide instruction for selected government personnel in accordance with supplied training and support package. The proposal shall address how the offeror intends to accomplish the required training.

Maintenance and Reliability

Design, manufacturing and construction considerations shall be given to facility and process requirements while maximizing life cycle cost reduction. A report of selection criteria shall be presented to IHDIV for their approval to confirm a best value approach for the project NTE cost.

Management Objectives

Develop and execute a plan to manage development of a Nitramine Intermediates Facility. The government grants maximum flexibility on program conduct while still maintaining clear visibility into cost, schedule, technical performance, and risk. The Offeror is responsible for overall facility performance, and will define and maintain appropriate subcontract and associate contract relationships to support all necessary requirement allocations and interfaces. The offeror will develop internal and external communication processes to ensure maximum benefit from concurrent engineering organizational structure and practices. The offeror will develop, maintain, and use an Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) structured around

the proposed work breakdown structure. The IMP will include a description of the system engineering management and integrated logistics management approaches including all key processes and approaches. The IMP will identify necessary performance data that will be provided to the government as quickly as possible during the execution of the contract. Metrics and Technical Performance Measures will be used as part of the technical performance reporting. To insure cost effective insight into program execution, balance will be struck between the degree of performance reporting required and the frequency of program reviews. The offeror shall identify the management information system he intends to use for this project and provide government personnel on-line access. Use of an on-line system will greatly reduce the time delay in transferring information and will obviate the need for more formal status reporting.

The SOO Number shown in the heading of this STATEMENT OF OBJECTIVES shall be used on all correspondence.

MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/Over dimensional materials.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that nay contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable time or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall

perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D - PACKAGING AND MARKING

MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(IHD/NSWC)

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-00-C-

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

HAZARDOUS MATERIALS (IHD/NSWC)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MILand all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT
REGULATIONS

APPLICABLE

1. Domestic

A

2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, .D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation
Parts 100

B. Official Air Transport Restricted Articles Tariff
No. 6C.A.B. 82

C. Official Air Transport Restricted Articles Circular
No. 6

D. International Air Transport Association Restricted
Articles Regulations

E. International Maritime Dangerous Goods Code

F. Air Force Joint Manual (AFJM) 24Preparation of Hazardous
Materials for Military Air Shipment

*G Export shipments are also subject to the domestic regulations indicated to
the port of embarkation.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2	Inspection of Supplies--Fixed-Price.	AUG 1996
52.246-16	Responsibility for Supplies.	APR 1984
252.246-7000	Material Inspection and Receiving Report.	DEC 1991

INSPECTION AND ACCEPTANCE TIMEFRAME (IHD/NSWC)

Inspection and acceptance of supplies to be furnished under this contract
shall be made by the Government within **45** days after receipt of material.
Payment will be tendered not later than 30 days after acceptance has occurred.

INSPECTION AND ACCEPTANCE (DESTINATION) (NSWC IHD) (MAY 1997)

Inspection and acceptance of the supplies or services to be furnished
hereunder shall be made at destination by the receiving activity.

SECTION F - DELIVERIES OR PERFORMANCE

52.211-8 Time of Delivery. (JUN 1997)

ITEM	QUANTITY	REQUIRED BY
PHASE 1		
0001	1 EA	150 DAYS ADC
OPTION I		
0002	1 EA	150 DAYS AFTER EXERCISE OF OPTION
OPTION II		
0003	300 LBS	90 DAYS AFTER EXERCISE OF OPTION
OPTION III		
0004	300 LBS	90 DAYS AFTER EXERCISE OF OPTION
OPTION IV		
0005	300 LBS	90 DAYS AFTER EXERCISE OF OPTION
OPTION V		
0006	300 LBS	90 DAYS AFTER EXERCISE OF OPTION
PHASE II		
0007	1 EA	TO BE DETERMINED
PHASE III		
0008	1 EA	TO BE DETERMINED
PHASE IV		
0009	1 EA	TO BE DETERMINED

252.223-7003 Change in Place of Performance - Ammunition and Explosives. (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

52.242-15 Stop-Work Order.	AUG 1989
52.242-17 Government Delay of Work.	APR 1984
52.247-35 F.o.b. Destination, Within Consignees Premises.	APR 1984

PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

[*] a separate invoice for each activity designated to receive the supplies or services.

[X] a consolidated invoice covering all shipments delivered under an individual order.

[*] either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

* Check applicable procedure.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

252.242-7000

Postaward Conference.

DEC 1991

INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January*
Martin Luther King's Birthday	January(3rd Monday)*
President's Day	February(3rd Monday)*
Memorial Day	May(last Monday)*
Independence Day	4 July*
Labor Day	September(1st Monday)*
Columbus Day	October (2nd Monday)*
Veteran's Day	11 November*
Thanksgiving Day	November(3rd Thursday)*
Christmas Day	25 December*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call

for an appointment at least 24 hours in advance.

ACCIDENT REPORTING (IHD/NSWC)

(a) In accordance with DFARS 252.223-7002 (d) the Contractor shall immediately notify the Contracting Officer, Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035 following an accident or incident. Also, a written report shall be forwarded within 10 days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence;
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
- (4) Contract number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- (8) Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?
- (10) Was a request made for any assistance?
- (11) Will there be any effect on production? If so, explain in detail.
- (12) Corrective action taken, if any.
- (13) Name and title of person submitting this report.

(b) The DCAS ACO shall immediately notify the Procurement Contracting Officer (PCO) following an accident or incident and then forward weekly written reports until the accident or incident no longer affects production and/or when contract deliveries are on schedule.

SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (IHD/NSWC)

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center in connection with work to be performed under this contract. Approval for such issuances may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Naval Surface Warfare Center. This does not include badges temporarily authorized for contractor visitors to Naval Surface Warfare Center. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Surface Warfare Center. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.
- (e) OFFEROR - in this solicitation/contract is any organization which submits a proposal in accordance with the requirements of this solicitation.
- (f) CONTRACTOR - in this solicitation/contract is the organization which is awarded the contract under this

solicitation.

SECTION I - CONTRACT CLAUSES

252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China.	FEB 1999
52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies.	MAR 1999
252.203-7002	Display of DoD Hotline Poster.	DEC 1991
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996

252.204-7000 Disclosure of Information. (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless --

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

252.204-7003	Control of Government Personnel Work Product.	APR 1992
252.204-7004	Required Central Contractor Registration.	MAR 1998
252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
52.208-9	Contractor Use of Mandatory Sources of Supply.	MAR 1996
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	MAR 1998

252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.	MAR 1998
52.211-5	Material Requirements.	OCT 1997
52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post retirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	(OCT 1997)
252.215-7000	Pricing Adjustments.	DEC 1991

52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **150 days after date of contract for Option I and for all remaining options within 365 days after exercise of prior option.** Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.219-8	Utilization of Small Business Concerns.	OCT 1999
52.219-9	Small Business Subcontracting Plan.	OCT 1999
52.219-9	Small Business Subcontracting Plan.	OCT 1999
	Alternate II	JAN 1999
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-3	Convict Labor.	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation.	JUL 1995
52.222-20	Walsh-Healey Public Contracts Act.	DEC 1996
52.222-26	Equal Opportunity.	FEB 1999
52.222-29	Notification of visa denial.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
52.223-2	Clean Air and Water.	APR 1984
52.223-3	Hazardous Material Identification and Material Safety Data.	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
252.223-7001	Hazard Warning Labels.	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives.	MAY 1994
252.223-7004	Drug-Free Work Force.	SEP 1988
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials.	APR 1993

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (FEB 1996)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract.

Nomenclature	National stock number	Sensitivity category
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(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier --

(1) For development, production, manufacture, or purchase of AA&E;
or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

52.232-36 Payment by Third Party.	MAY 1999
52.232-37 Multiple Payment Arrangements.	MAY 1999
52.225-10 Duty-Free Entry.	APR 1984
52.225-11 Restrictions on Certain Foreign Purchases.	AUG 1998
252.225-7001 Buy American Act and Balance of Payments Program.	MAR 1998
252.225-7002 Qualifying Country Sources as Subcontractors.	DEC 1991
252.225-7005 Identification of Expenditures in the United States.	DEC 1991

252.225-7008 Supplies to be accorded duty-free entry. (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies

(end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

252.225-7010 Duty-free entry - additional provisions. MAR 1998
 252.225-7012 Preference for Certain Domestic Commodities. MAY 1999
 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. AUG 1998

252.225-7025 Restriction on acquisition of forgings. (JUN 1997)

(a) Definitions. As used in this clause--

(1) "Domestic manufacture" means manufactured in the United States or Canada if the Canadian firm--

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and (ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Production Planning Program, if it is not already a planned producer for the item.

(2) "Forging items" means--

Items	Categories
Ship propulsion shafts.....	Excludes service and landing craft shafts.
Periscope tubes.....	All.
Ring forgings for bull	All greater than 120 inches in diameter.
gears	

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchased contain restricted forging items.

252.225-7026 Reporting of contract performance outside the United States.

MAR 1998

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.

OCT 1992

252.225-7031 Secondary Arab Boycott of Israel.	JUN 1992
252.225-7037 Duty-Free Entry - Eligible End Products.	MAR 1998
52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	MAY 1999
52.227-1 Authorization and Consent.	JUL 1995
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
252.227-7000 Non-Estoppel	OCT 1966
52.228-5 Insurance - Work on a Government Installation.	JAN 1997
52.229-3 Federal, State, and Local Taxes.	JAN 1991
52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico.	APR 1984
52.230-2 Cost Accounting Standards.	APR 1998
52.230-3 Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6 Administration of Cost Accounting Standards.	APR 1996
252.231-7000 Supplemental Cost Principles.	DEC 1991
52.232-1 Payments.	APR 1984
52.232-8 Discounts for Prompt Payment.	MAY 1997
52.232-9 Limitation on Withholding of Payments.	APR 1984
52.232-11 Extras.	APR 1984
52.232-16 Progress Payments.	JUL 1991
52.232-17 Interest.	JUN 1996
52.232-23 Assignment of Claims.	JAN 1986
52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration.	MAY 1999
52.233-1 Disputes.	DEC 1998
52.233-3 Protest after Award.	AUG 1996
252.235-7000 Indemnification Under 10 U.S.C. 2354 - Fixed Price.	DEC 1991
52.242-13 Bankruptcy.	JUL 1995
52.243-1 Changes - Fixed-Price.	AUG 1987
252.243-7000 Engineering Change Proposals.	OCT 1998
252.243-7001 Pricing of Contract Modifications.	DEC 1991
252.243-7002 Requests for Equitable Adjustments	MAR 1998
52.244-5 Competition in Subcontracting.	DEC 1996
52.246-24 Limitation of Liability--High-Value Items.	FEB 1997
252.246-7000 Material Inspection and Receiving Report.	DEC 1991
252.247-7023 Transportation of Supplies by Sea.	NOV 1995
252.247-7024 Notification of Transportation of Supplies by Sea	NOV 1995
52.249-2 Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8 Default (Fixed-Price Supply and Service).	APR 1984
52.251-1 Government Supply Sources.	APR 1984

252.251-7000 Ordering From Government Supply Sources. (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FPN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

52.214-34 Submission of Offers in the English Language. (APR 1991)

52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

52.215-15 Pension adjustments and asset reversions. (DEC 1998)

52.215-19 Notification of Ownership Changes. (OCT 1997)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal
Employment Opportunity for Construction. (FEB 1999)

52.223-12 Refrigeration Equipment and Air conditioners (MAY 1995)

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

52.246-10 Inspection of Facilities (APR 1984)

52.246-12 Inspection of Construction (AUG 1996)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)

CONTRACTOR NOTICE REGARDING LATE DELIVERY (IHD/NSWC)

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government

by law or under this contract.

LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) -- ALTERNATE I (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of **\$5,350.00** for delay of each separate part or stage of the work.

(b) If the Government terminates the Contractors right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractors right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)

Due to the nature of this contract in that it contains requirements to be furnished hereunder for supplies, services, and construction, administration of this contract is retained by the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland. The Administration of this Contract shall be conducted jointly by an Indian Head Division, Naval Surface Warfare Center Contracts Administrator and an EFA CHES ROICC Indian Head, Maryland Contracts Administrator.

COMMUNICATIONS (IHD/NSWC)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME	DAVID E. HALL
ADDRESS	Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, Indian Head, Maryland 20640
TELEPHONE	(301) 744-6556

Name, address, and telephone number of the EFA CHES ROICC Administrative Contracting Officer:

NAME: ROBIN FOWLER
ADDRESS Indian Head Division, Naval Surface Warfare Center, 101 Strauss
Avenue, Indian Head, Maryland 20640
PHONE (301) 744-2189

DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

REPORTING REQUIREMENTS (FEB 1997) (NSWC IHD)

A status report shall be submitted on a monthly basis to the Procurement Contracting Officer, Contracting Officers Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

PROGRESS PAYMENTS INVOICING INSTRUCTION (IHD/NSWC)

All contractor requests for progress payments shall be submitted on Standard Form 1413 "Contractor's Request for Progress Payments", in lieu of an invoice, in accordance with instructions contained on the reverse side of the Standard Form 1413 to the cognizant administration office for certification of progress payments. Final invoices are to be submitted in accordance with instructions elsewhere herein.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within seven (7) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 01 July 2002. The time stated for completion shall include final cleanup of the premises.

52.211-13 Time Extensions. (APR 1984)
252.211-7000 Acquisition Streamlining. (DEC 1991)
52.215-2 Audit and Records - Negotiation. (AUG 1996)

52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-17 Labor Standards for Construction Work - Facilities Contracts (FEB 1988)

(a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:

(1) Contract Work Hours and Safety Standards Act - Overtime Compensation at 52.222-4.

(2) Davis-Bacon Act at 52.222-6.

(3) Withholding of Funds at 52.222-7.

(4) Payrolls and Basic Records at 52.222-8.

(5) Apprentices and Trainees at 52.222-9.

(6) Compliance with Copeland Act Requirements at 52.222-10.

(7) Subcontracts (Labor Standards) at 52.222-11.

(8) Contract Termination - Debarment at 52.222-12.

(9) Compliance with Davis-Bacon and Related Act Regulations at 52.222-13.

(10) Disputes Concerning Labor Standards at 52.222-14.

(11) Certification of Eligibility at 52.222-15.

(b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.

(c) No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

52.222-27 Affirmative Action Compliance Requirements for Construction (APR 1984)

52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment (MAY 1989)

52.225-5 Buy American Act - Construction Materials. (JUN 1997)

(a) Definitions. As used in this clause -

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

[List applicable excepted materials or indicate "None"]

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery

costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)

(Include other applicable supporting information.)

*(*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).)*

252.225-7007	Buy American Act - Trade Agreements - Balance of Payments Program	(MAR 1998)
252.225-7009	Duty-free entry - qualifying country supplies (end products and components)	(MAR 1998)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the

Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

52.228-2	Additional Bond Security	(OCT 1997)
52.228-3	Workers Compensation Insurance (Defense Base Act)	(APR 1984)
52.228-4	Workers Compensation Insurance (Defense Base Act)	(APR 1984)
52.228-11	Pledges of Assets	(FEB 1999)
52.228-12	Prospective Subcontractor Requests for Bonds	(OCT 1995)
52.228-14	Irrevocable Letter of Credit	(OCT 1999)
52.228-15	Performance and Payment Bonds - Construction	(SEP 1996)
52.230-4	Consistency in Cost Accounting Practices	(AUG 1992)
52.232-5	Payments under Fixed Price Construction Contracts	(MAY 1997)
252.232-7004	DoD Progress Payment Rates	(FEB 1996)

52.232-27 Prompt Payment for Construction Contracts (JUN 1997)

(b) Contract financing payments - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least [**twenty percent 20%**] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984

52.236-4 Physical Data (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions [insert a summary of weather records and warnings].

(c) Transportation facilities [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) [insert other pertinent information].

52.236-5	Material and Workmanship.	APR 1984
52.236-6	Superintendence by the Contractor.	APR 1984
52.236-7	Permits and Responsibilities.	NOV 1991
52.236-8	Other Contracts.	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	APR 1984
52.236-10	Operations and Storage Areas.	APR 1984
52.236-11	Use and Possession Prior to Completion.	APR 1984
52.236-12	Cleaning Up.	APR 1984
52.236-13	Accident Prevention.	NOV 1991
52.236-13	Accident Prevention. (NOV 1991) -- Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services.	APR 1984
52.236-15	Schedules for Construction Contracts.	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-16	Quantity Surveys (APR 1984) Alternate I	APR 1984
52.236-17	Layout of Work.	APR 1984
52.236-21	Specifications and Drawings for Construction.	FEB 1997
52.236-21	Specifications and Drawings for Construction. (FEB 1997) - Alternate I	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor.	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts.	APR 1984
52.236-25	Requirements for Registration of Designers.	APR 1984
52.236-26	Preconstruction Conference.	FEB 1995
252.236-7000	Modification Proposals - Price Breakdown	DEC 1991
52.243-4	Changes.	AUG 1987
52.243-5	Changes and Changed Conditions.	APR 1984
52.245-1	Property Records	APR 1984
52.246-12	Inspection of Construction.	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21	Warranty of Construction (MAR 1994) Alternate I	APR 1984
52.248-3	Value Engineering - Construction	MAR 1989
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-10	Default (Fixed-Price Construction).	APR 1984

**5252.242-9305 Payment for Design Under Fixed Price Design Build Contracts
(NAVFAC JULY 1998)**

(a) The contracting officer may approve progress payments for work performed during the project design phase up to a maximum amount of four (4) percent of the price for that item in the contract.

- (b) Contractor invoices for payment must be accompanied by satisfactory documentation supporting the amounts for which payments are requested. Progress payments approved by the contracting officer, or designee, during the project design phase in no way constitute an acceptance of functional and aesthetic design elements nor acceptance of a final settlement amount in the event of a buy-out nor a waiver of any contractual requirements.

252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (NAVFAC) Jun 1994

1. DENIAL: Denial of entry to the work areas under this contract may be required by the government under certain circumstances where the contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

- (a) Entry: Entry to work areas located within special limited/restricted areas, defined as those work areas located with the existing restricted fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the limited area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For proposal purposes, the contractor shall assume denial of entry to the work areas in the restricted areas of not more than six (6) two (2) hour denials during contract performance.
- (b) Vehicle Delay: The contractor shall assume for proposal purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gates, both entering and leaving the restricted areas, up to an average of one (1) hour each time.

2. OPERATIONAL CONSIDERATIONS: To reduce delay time while preserving required security, the following points should be considered in operational planning:

- (a) Vehicle Search: Security regulations require that all vehicles, when authorized to enter the restricted areas, be subject to random searches by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the restricted area after initial search and entry has been made. For the time period authorized the vehicle/ equipment left in the restricted area will be assigned parking areas by the contracting officer or designee. The vehicle/equipment must be secured as specified in Base security requirements. Private vehicles may not be left in the restricted area.
- (b) Delivery Vehicles: Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the restricted area. The driver and vehicle may then be escorted to the site by a security/guard force personnel. Delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries made after 1600 hours will not be allowed to the restricted area without prior approval of the Physical Security Officer.

5252.236-9303 Accident Prevention (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to: (1) submit in writing his proposals for effectuating provision for accident prevention; (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

5252.236-9305 AVAILABILITY OF UTILITIES (NAVFAC) Jun 1994

When available, the government shall furnish reasonable amounts of the following utilities for work to be performed under this contract at no cost to the contractor. Information concerning the location of existing outlets/connections may be secured from the OIC. The contractor shall provide and maintain, at contractor's expense, the necessary service lines from existing government outlets/connections to the site of the work.

The government shall provide, if available at the site, the following :
Electric, Water

Contractor Furnished Utilities: In the event the government is unable to provide the required types of utilities the contractor shall, at contractor expense, arrange for the required utilities.

Contractor Energy Conservation: The contractor shall be directly responsible for instructing employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- (a) Lights shall be used only in areas where, and at the time, work is actually being performed.
- (b) Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by the workers
- (c) Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines: Telephone lines for the sole use of the contractor will not be available. Government telephones will not be furnished and shall not be used for contractor purposes.

Contractor Availability: The contractor shall maintain a telephone at which contractor's(s') representatives may be reached 24 hours daily. The telephone shall be listed in the contractor's(s') name. If the contractor does not have a local telephone, contractor shall maintain a toll free emergency telephone (or accept collect calls from authorized government personnel) at which the contractor or contractor representative may be reached 24 hours a day, including Saturdays, Sundays, and holidays. It is mandatory that the contractor or contractor representative be available to a toll free telephone 24 hours a day, seven days a week, including holidays. Contractor shall notify the OIC in writing of the mailing address and telephone number within three (3) days after award of this contract and immediately upon any change in the information previously provided.

5252.242-9305RECORD DRAWINGS (NAVFAC) Jun 1994

The contractor shall maintain at the job site two sets of full size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned and coordinated with exterior utility connections at the building five foot line, where applicable. Existing topographic features, which differ from those shown on the contract drawings, shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character or methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided.

The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

5252.242-9305 PRE-PERFORMANCE CONFERENCE (NAVFAC) Jul 1995

Within seven (7) days after contract award, prior to commencement of any work, the contractor will meet with representatives of the government, at a time to be specified later, to discuss and develop mutual understanding of the scheduling and administration of the work.

52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency.	APR 1991
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the

contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984
52.225-12	Notice of Buy American Act Requirement - Construction Materials	MAY 1997
52.225-12	Notice of Buy American Act Requirement - Construction	

52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION J - LIST OF ATTACHMENTS

1. SYSTEM REQUIREMENTS DOCUMENT (SRD)
2. LOCATION AND TOPOGRAPHIC FEATURES OF THE POSSIBLE FACILITY SITES AND THE EXISTING CONDITIONS.
3. TEST METHODS
4. DAVIS-BACON WAGE DETERMINATION, GENERAL DECISION NUMBER MD9900046

NOTE: ITEMS 2, AND 3 WILL BE AVAILABLE AT THE PRE-PROPOSAL CONFERENCE

SYSTEMS REQUIREMENTS

Nitramine Intermediates Facility Requirements

CAPACITY

The following capacities for the nitramine intermediates facility (NIF) (product as defined in powder characteristics section) are:

- Maximum capacity of 1,000,000 pounds per year
- Standard operating ("1 shift") basis, a capacity of 200,000 pounds per year

CAPITAL COST

The Not-to-Exceed (NTE) cost is 8 million US dollars. Funding for this project will be distributed incrementally in accordance with the following phases.

Facility Funding

*	Phase 1	750K	Available at contract
award			
	Phase 2	2410K	Available 1 October
99			
	Phase 3	3950K	Available 1 October
00			
	Phase 4	890K	Available 1
October 00			
	TOTAL	8000K	

*Options within Phase I are not included in this cost.

***** NOTE: Funding for data rights or licensing (if applicable) must be negotiated between Phases 1 and 2. The cost associated with this issue must be distinguished as a separate line item in the cost estimate and has not been included in the previous phases.

OPERATING COST

This plant shall be staffed with a maximum of five persons per shift.

FACILITY LOCATION

There are various buildings which could be utilized for this project. The buildings are B1190, B1183, B1186, B1019, B1424, B1430, and B1649. Any newly constructed buildings must fit within the Minor Construction category. This category limits construction to \$300K per building. Renovations and yard improvements shall be done as necessary. An existing conditions package is provided for the listed buildings. Information within this package must be verified by the offeror.

RAW MATERIALS

The following are the anticipated raw materials with their

respective specifications.

All ingredients must be combined to form a preblend that is easily fed to a twin screw extruder.

Nitramine:	Cylcotrimethylenetrinitramine (RDX)	MIL R 398D
	($<5\%$ HMX included)	
Binders:	Cellulose Acetate Butyrate (CAB 171)	MIL C
005537		
	Cellulose Acetate Butyrate (CAB 381)	MIL C
005537		
	Nitrocellulose (NC)	MIL N 244
Plasticizers	Bis dinitro propyl acetal/formal (BDNPA/F)	
WS 1141		
	Acetaltriethyl citrate (ATEC)	MIL A
47059		
Stabilizers	Ethyl Centralite (EC)	MIL E
255		
	Mononitroaniline (MNA)	MIS 31681
Solvents:	Ethyl Acetate (EtAc)	27 CFR 21.35

The energetic ingredients, RDX and NC, must meet the following safety sensitivity requirements. At no point in the process can they have results that are more sensitive than they are stated below. When these materials are combined with each other or other ingredients, the resulting product must meet the requirements of the more sensitive material.

	NOS IMPACT 50% hgt. (mm)	ABL Friction 20 TIL (psig)	ABL ESD 20TIL (joules)
RDX	≥ 1000	235- 315	≥ 1.72
NC	≥ 1000	40-420	≥ 0.037

FORMULATION CAPABILITIES

The following are the formulations that this nitramine facility shall be capable of producing. EX 99 shall be the demonstrated formulation.

Formulation	Compound	Composition	
<i>EX99</i>	RDX	76%	
	CAB 381	12%	
	BDNPA/F	7.6%	
	NC	4.0%	
	EC	0.4%	
<i>M43</i>	RDX	76%	
	CAB 381	12%	
	BDNPA/F	7.6%	
	NC	4.0%	
	EC	0.4%	
	LICA (on added basis)		0.5%
<i>XM39</i>	RDX	76%	
	CAB 381	12%	
	ATEC	7.6%	
	NC	4.0%	
	EC	0.4%	
<i>Formulation A</i>	RDX	80%	
	CAB	19%	
	EC	1%	

PRODUCT CHARACTERISTICS

The following properties of the product are requirements.

Particle size distribution

Min. 98% passing through 8-mesh screen

Max. 15% passing through 325-mesh screen

Screening to be accomplished at the TSE Facility
prior to usage

Percent Total Volatiles

Percent Moisture: Product shall be a maximum of
0.5% wet.

Testing method to be used is referenced in MIL
286.

Nitramine Particle Size Distribution

The following distribution must be met regardless
of the starting size of the raw RDX

D₅₀: 4.5-6.5 microns

D₉₀: 10.5-16.0 microns

Testing method to be used is Laser Diffraction
Analysis (Microtrak Data is preferred)

Safety Sensitivity Results	NOS	ABL	ABL
	IMPACT	Friction	ESD
	50% hgt. (mm)	20 TIL (psig)	20TIL (joules)
Product	267-321	420-560	≥ 0.037

TEST MATRIX FOR SAMPLE MATERIAL

The following are the tests that will be performed on the first article of material (300 pounds). This is the criteria to which the material will be judged upon for acceptance. The expected results are given. Testing methods are outlined in Appendix D

Product Testing

Chemical Composition

See Formulation section

Safety Testing: Impact, friction, Electrostatic Discharge:

See Product Characteristics Section

Thermal Stability (DSC)

Material Characterization to determine thermal properties

Microscopic Analysis:

Material Characterization to determine homogeneity of product and amount of free RDX.

Propellant Grain Testing

The following are the anticipated tests to be performed on the grains produced from the sample material. These tests are subject to change. Requirements for the various tests will be available at award.

Safety Testing: Impact, Friction, and Electrostatic Discharge

Small Scale Shock Sensitivity: Cap Test and Card Gap

Ballistic Impact Chamber

High Rate Mechanical Properties

Dimensional Analysis on Finished Grains

Scanning Electron Microscopic Analysis

Heat of explosion

Propellant Density

Propellant Chemical Composition

Variable Confinement Cook-off Test (VCCT)

Wide Angle X-ray Diffraction (WA-XRD) for Degree of Mixedness

Closed Bomb Burn Rate

WASTE/ PROCESS RECOVERY

Solvent Waste.

If solvent is used in the proposed process, the recovery shall be a minimum of 95%. This percentage is reflective of the entire process from raw ingredients to final product.

Solid Waste.

This process shall have a minimum process efficiency of 88%.

There is a maximum scrap factor of 7%.

OUTFALL REQUIREMENTS

The following are environmental requirements for release of waste. These are the fundamentals which shall be addressed in the early stages of design. Specifics will follow in phase II execution.

There shall be a communication network with the Indian Head environmental team. Indian Head will perform sampling and modeling periodically throughout the span of this project. Indian Head personnel shall be consulted and informed of any and all changes made concerning and/or impacting emissions and effluents. This process shall be in compliance with Title V when it becomes a facility wide permit.

AIR

The following are various statements/regulations which should be considered during design.

- COMAR 26.11.06.02C(1) which limits visible emissions to 20 percent opacity other than water in an uncombined form.
- COMAR 26.11.06.02A(2) which limits visible emissions during start-up, process modifications or adjustments, or occasional cleaning of control equipment, to not greater than 40 percent opacity for one period of not more than 6 consecutive minutes in any 60 minutes.
- COMAR 26.11.06.03B(1)(a) which limits particulate matter emissions to 0.05 grains per standard cubic foot of dry exhaust gas.
- COMAR 26.11.06.08 and 26.11.06.09 which generally prohibit the discharge of emissions beyond the property line in such a manner that a nuisance or air pollution is created.
- COMAR 26.11.15.05 which requires the authorized

representatives of the facility to use the Best Available Control Technology for Toxics (T-BACT) to minimize toxic air pollutant emissions.

- COMAR 26.11.15.06 which prohibits the discharge of toxic air pollutants to the extent that the emissions will unreasonably endanger human health. The maximum allowable off-site concentrations of MEK (the only TAP identified) are: 8850 µg/m³ for 1 hour screening and 5900 µg/m³ for 8 hour screening.
- COMAR 26.11.19.25 which states that a person who constructs, owns, operates new equipment subject to this regulation shall reduce emissions from the new equipment by 85 percent or more, overall.
"New equipment" means explosives and propellant manufacturing equipment placed in operation on or after January 1, 1991.
"Explosives and propellant manufacturing equipment" means process equipment used to preheat, grind, mix, blend, cure, dry, cut, press, extrude, or cast materials to produce energetic materials such as rocket fuels and gun propellants.

WATER

The General Pretreatment Regulations (see 40 CFR 403.5) lists several general and specific prohibitions. In general, an Industrial user (IU) pollutant discharge to a Wastewater treatment plant (WWTP) may not cause interference with or pass through the WWTP or interfere with the WWTP's sludge disposal options.

In addition, eight specific prohibitions require IU compliance. According to 40 CFR 403.5 (b), the following eight pollutants may not be introduced to a WWTP:

1. Pollutants that create a fire or explosion hazard in the municipal WWTP, including, but limited to, waste streams with a closed cup flashpoint of less than or 60°C (140°F) using test methods specified in 40 CFR 261.21
2. Pollutants that will cause corrosive structural damage to the municipal WWTP (but in no case discharges with pH lower than 5.0) unless the WWTP is specifically designed to accommodate such discharges.
3. Solid or viscous pollutants in amounts that will cause obstruction to the flow in the WWTP resulting in interference

4. Any pollutant, including oxygen-demanding pollutants (such as BOD), released in a discharge at a flow rate and/or pollutant concentration that will cause interference with the WWTP.
5. Heat in the amounts that will inhibit biological activity in the WWTP resulting in interference, but in no case heat in such quantities that the temperature of the WWTP exceeds 40 °C (104°F) unless the approval authority, upon request of the publicly owned treatment works (POTW), approves alternate temperature limits.
6. Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through.
7. Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Where a WWTP determines that either the general or specific prohibitions do not protect it, the WWTP can set and enforce local limits on pollutants or pollutant parameters as it deems necessary. Such local limits are considered pretreatment standards for purposes of enforcement.

SOLID

Explosive solid waste can be disposed of at Strauss Avenue Thermal Treatment Point or confined burn when it is within the acceptable criteria. Material to be accepted is explosive or explosive contaminants.

MANDATORY TECHNOLOGY/SPECIFICATIONS/INSTRUCTIONS

Note: NSWCIIHD will provide guidance in obtaining copies of these documents where required.

National Fire Protection Association (NFPA)

Factory Mutual Engineering Corporation (FEMC)

American Society for Testing Materials (ASTM)

National Electric Code (NEC)

Guide for Architectural-Engineering Firms Performing Services for the Chesapeake Division, Naval Facilities Engineering Command, Washington D.C., 20374 dated March 1988.

DOD's Contractors Safety Manual for Ammunition and Explosives (DOD Manual 4145.26-M)

MIL-STD 882 C System Safety Program Requirements

NAVFACINST 11010.44 Shore Facilities Planning Manual, dated 15 December 1987

NAVSEA OP5 Ammunition and Explosives Ashore- Safety Regulations for Handling, Storing, Productions, Renovation, and Shipping

IHDIVNAVSURFWARCENINST 5100.22

DODINST 5010.12 Procedures for the Acquisition and Management of Technical Data

Geographic Information System / Drafting Guidelines, dated 4/3/97

Guide Specification 02224, GIS, Grade B, Post Construction Location

Additional Design Criteria for IHDIVNAVSURFWARCEN A-E Contracts, Appendix B of this document.

Standards for TV Cameras, PW16-2A through 2D, included in Appendix B

GENERAL DECISION NUMBER MD990046

Superseded General Decision No. MD980046

State: Maryland

Construction Type:

BUILDING

County(ies):

CHARLES

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
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0	03/12/1999
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1	04/02/1999
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2	06/18/1999
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3	07/02/1999
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4	08/13/1999		
5	10/01/1999		
COUNTY(ies):			
CHARLES			
ELEC0026A	06/07/1999		
ELECTRICIANS	Rates	Fringes	
	25.75	5.27 + 3%	

PLUM0005C	09/01/1998		
PLUMBERS	Rates	Fringes	
	23.93	7.38	

* PLUM0602B	08/01/1999		
STEAMFITTERS (Including HVAC	Rates	Fringes	
Work)	24.71	7.36	

ROOF0030Y	07/01/1999		
ROOFERS	Rates	Fringes	
	17.50	3.05	

SFMD0669B	04/01/1999		
SPRINKLER FITTERS	Rates	Fringes	
	23.30	6.40	

SHEE0100A	07/01/1999		
SHEET METAL WORKERS	Rates	Fringes	
	24.48	6.41	

SUMD1039A	02/19/1997		
CARPENTERS (Excluding drywall	Rates	Fringes	
hanging; Including cabinets,			
doors, siding and gutter			
installation)	12.95		
CEMENT MASONS	14.50		
DRYWALL HANGERS	14.00	.27	
LABORERS, UNSKILLED	8.02	3.52	
PAINTERS (Brush, Roller			
and Spray)	13.55		
SOFT FLOOR LAYERS	15.00		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently,

without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 Taxpayer Identification. (OCT 1998)

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign

☐ Offeror is an agency or instrumentality of the Federal

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may

render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award". In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm

or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Inter- est, Ownership
Name and Address of Entity Con- trolled by a For- eign Government.	Percentage, and Identification of Foreign Govern- ment
252.209-7003 Requirements.	Compliance with Veterans' Employment Reporting MAR 1998

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

52.219-1 Small Business Program Representations. (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both ;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-1 Small Business Program Representations. (MAY 1999) - - Alternate I (OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

(___) Black American

(___) Hispanic American

(___) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

(___) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

(___) Subcontinental Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(___) Individual/concern, other than one of the preceding

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2)

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.223-7003 Change in Place of Performance - Ammunition and Explosives. (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

252.225-7003 Information for duty-free entry evaluation. (MAR 1998)

(a) Does the offeror propose to furnish -

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry - Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry - Eligible End Products clause of this solicitation?

Yes (___) No (___)

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes (___) No (___)

(2) Has the duty on such foreign supplies been paid?

Yes (___) No (___)

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

52.230-1 Cost Accounting Standards Notices and Certification. (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in

order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

i. disclosure statement - cost accounting practices and certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in

pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards

clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.204-6 Data Universal Numbering System (DUNS) Number. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.211-2 Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L. (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the:

Department of Defense
Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(b) Order forms, pricing information, and customer support information may be obtained:

(1) By telephone at (215)697-2667/2179; or

(2) Through the DoDSSP Internet site at
<http://www.dodssp.daps.mil>.

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its

date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market ;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.232-13	Notice of Progress Payments.	APR 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer.	MAY 1999

PREPROPOSAL CONFERENCE - (ALT I) (IHD/NSWC)

(a) A preproposal conference for all prospective offerors will be held at the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland, **Building D69**, (second floor) on **30 November 1999 at 8:00 a.m.** Questions will be accepted and or/answered relative to this procurement.

(b) All prospective offerors are urged to attend this conference. In order to make the conference as productive as possible, offerors are requested to submit any questions they may have in writing to the Contracting Officer, **David E. Hall, Code 1142 by 16:00 hours on 19 November 1999**. The offeror shall also notify in writing to the Contract Negotiator **Donna M. Chaney, Code 1142B, by fax (FAX Number (301) 744-6547)**, the names of the those company

officials who intend to attend the conference at least (5) work days before the date of the conference. Provided with the company names shall be information disclosing position within the company and provide **Proof of Citizenship from the country of origin**. Entrance to Naval Surface Warfare Center by non-US Citizens is at the discretion of the base commander.

(c) Failure of a prospective offeror to submit any questions or to attend the conference will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the preproposal conference will be held solely for the purpose of explaining the specifications and terms and conditions of this solicitation. All prospective offerors are advised that at the conclusion of the conference, unless this solicitation is amended in writing, it will remain unchanged and, that if an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable. In no event will failure to attend the prebid/preproposal conference constitute grounds for a claim after award of the contract.

(d) Each company is restricted to **three [3]** attendees

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWCIHD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance)

- A. Offeror Submission Acceptability
- B. Offeror Technical Proposal/Statement of Work
- C. Offeror Capability
- D. Cost/Price

A. OFFEROR SUBMISSION ACCEPTABILITY

Offeror submission is defined as the information, **all the information**, required by the RFP. An offeror must provide all the information in the explicit format required by the RFP and adhere explicitly to the instructions of this RFP in submitting the information. Failure to do so may result in an offeror's submission being determined unacceptable. An offeror's submission shall consist of, without exception, the following:

Volume I - The offer/proposal, (along with Vol II) containing the SF33 duly signed, all sections (A thru K) of the uniform contract format with all the information required by each section/clause provided.
(2 copies)

Volume II - (Also, considered part of the offer/proposal) the Statement of Work (SOW) and the Technical Proposal required by the Statement of Objectives (SOO) and Section L of the RFP. (4 copies)

Volume III - The capability information required by Section L of the RFP. (4 copies)

Volume IV - The past performance information required by Section L of the RFP, with current Points of Contact and phone numbers. (2 copies)

Volume V - The cost/price information. Provide Income Statements and Balance Sheets to exhibit Financial Capability of prime contractors. (2 copies)

B. OFFEROR TECHNICAL PROPOSAL/STATEMENT OF WORK. No page limitation, use 1 ½ line spacing and not less than size 12 pitch.

Technical Proposal:

The offeror's technical proposal shall address ALL requirements given in the Systems Requirements Document (SRD). The technical proposal shall describe the technical solutions necessary to accomplish the desired product which is referenced in the SRD and SOO. The details presented in the technical proposal should be sufficient enough to assure the government that the solutions are possible, feasible, and economical. The technical proposal shall address all aspects of the process to be utilized, show a thorough understanding of the technical challenges represented by the proposed project; and identify appropriate technologies and/or approaches. The technical proposal should demonstrate a cost soundness/realism from a technical aspect. There is no page limitation for the Technical Proposal but all pages must be single sided using 1 ½ line spacing and not less than size 12 pitch. In order to demonstrate the offeror's understanding of the project and to better communicate their approach to the Government, the offeror shall submit a facility concept with the technical proposal. The concept shall consist of as minimum:

- A. A site plan
- B. A floor plan with an equipment layout
- C. A sketch of the building elevation showing fenestrations
- D. Any additional buildings or rooms
- E. A narrative description salient features such as:
 - Materials of construction
 - Access to the facility
 - Egress from the facility
 - Approach to venting over pressure
 - Lighting and power systems
 - Industrial ventilation
 - Lightning protection and grounding
 - Fire protection (detection and extinguish)

- HVAC and controls
- Utilities
- Safety interlocks and warnings
- Material handling and movement systems
- Waste management, and
Where appropriate an explanation for that particular approach.

A. A description of how the proposed facility would function with respect to refill and product collection

Statement of Work:

The SOW shall be structured in phases in accordance with the SOO. The SOW shall address ALL elements of each objective listed in the SOO. It must demonstrate the offerors ability to complete ALL Phases. There is no page limitation for the Technical Proposal but all pages must be single sided using 1 ½ line spacing and not less than size 12 pitch.

C. OFFEROR CAPABILITY

Submission shall not exceed 30 single side pages using 1 ½ line spacing and not less than size 12 pitch. The Resumes and Past Performance information are excluded from the 30-page limitation.

OFFEROR SHALL ADDRESS THE FOLLOWING CAPABILITY SUBFACTORS: (In order of importance unless otherwise noted)

C.1) Offeror Experience

Experience - The offeror with its proposed subcontracting team demonstrates, in writing, successful recent (within the past ten (10) years) comprehensive corporate experience in handling comparable services for the government or the private commercial sector. The offeror's team shall specifically demonstrate that their experience in facility design and construction is with facilities which were for the purpose of processing energetic materials. This demonstration should include a narrative describing tasks performed, resources employed, complexity, if present management staff were involved and if any operational problems were encountered and how they were resolved. Offeror also: 1) demonstrates understanding of the technical and management skills required to design, build, equip and start-up a facility of this type, 2) demonstrates a proven capability in the engineering disciplines required to execute this work, and 3) demonstrates an ability to manage a contract of a very complex nature which includes designing and building a facility; coordination of long lead time equipment ordering and

installation in the facility; start-up of the facility; training in the use of the facility and equipment; and maintenance of the facility on time, to approved specification, and within budget.

C.2) Personnel

The personnel resources to be committed to this project are clearly delineated by the offeror in a brief narrative that describes the roles, responsibilities, and interrelationships of the Key Personnel of the Design and Construction Teams.

The offeror provides a staffing chart that identified, by function or job title, the personnel of their firm and major subcontractors to be assigned to this project. The chart indicates if the position is dedicated full or part time to this project, and distinguished between home office and field personnel. The chart indicates which personnel are Key Personnel. Any of the proposed Key Personnel who are not currently employed on the Offeror's team submitted a letter of intent of employment and were identified as "NOT Currently" employed by the prime or teaming subcontractor on the staffing chart.

The offeror provides resumes (2 pages maximum per resume) of those key personnel that are identified on their staffing chart. Each resume included the following:

- Include name, firm name, job title or position on this team, responsibilities on this project, and any special qualifications/experience this individual brings to this project.
- Indicate years experience with current firm, and other firms. (Employment History)
- Listed recently completed projects that are of similar size and scope. Indicate project completion date and the position held on the project team.
- Indicate individuals' availability for this project.

C.3) UNDERSTANDING OF THE WORK (ORAL PRESENTATIONS).

ORAL PRESENTATION - An oral submission of information to the Government, in addition to the offeror's technical submission, may be used to evaluate an offeror's understanding of the Government's requirements. Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each acceptable offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that shall follow the oral presentation. The determination to conduct Oral Presentations shall be made after

evaluations of Factor B and subfactors C.1 through C.3 have been completed. The final determination as to whether Oral Presentations are necessary shall be made by the Contracting Officer based on information provided by the technical evaluation panel. In making this evaluation, the Government will consider an offeror's: **(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** - recognition of the appropriate sequence and realistic duration of the work activities; **(3) Allocation of Resources** - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignment** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

C.4) PAST PERFORMANCE (Past Performance shall be evaluated by the contracting officer or a designee)

Offeror (proposed prime contractor) shall provide a minimum of three references for industrial projects of similar dollar value and complexity. **At least one of the projects must have been for the design of a facility for the purpose of processing energetic material (subcontractor experience is acceptable for the energetic experience).** Data reference sheets shall contain the following information:

- 1) Contract Number
- 2) Who was the contract with (name of agency/company)
- 3) Point of contact and **CURRENT telephone/fax number of the contracting officer; the administrative contracting officer; and the contracting officer's technical representative**
- 4) Dollar value of contract at award / Dollar value of contract upon completion
- 5) Detailed description of the work performed
- 6) Was work completed on time with a quality product delivered without any degradation in performance or to the customer's satisfaction.
- 7) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.
- 8) Subcontracting Plans, if applicable, where the offeror can demonstrate his ability to meet or exceed established subcontracting goals, including history of commitment to small and small disadvantaged business, including historically black colleges, universities and other minority institutions.

If an offeror possesses no relevant experience directly related to the project or similar past performance they must assert in writing the lack of relevant experience to receive a neutral rating. An offer that fails to provide the past performance information or to assert that the company has no relevant experience directly related to the project or similar past performance may be considered ineligible for award.

C. COST/PRICE INFORMATION

The cost/price proposal shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, i.e., base labor rate, overhead, G & A, fee/profit, etc. Detail on (if applicable) materials, incidentals, and subcontract costs shall also be provided. Offeror's shall submit a breakdown of their cost proposals on **disk in Excel 7.0 format (MS Office Pro)**.

The cost/price proposal shall include information regarding the general financial condition of the offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

If the offeror is currently being audited or has been audited in the past by **the Defense Contract Audit Agency (DCAA)**, the offeror shall furnish the name, **phone number**, location and point of contact of the assigned DCAA office as part of the cost/price proposal.

SECTION M - EVALUATION FACTORS FOR AWARD

52.217-5 Evaluation of Options. JUL 1990

EVALUATION

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

The Government will consider any offer (Volume I & II) that takes exception to any term or condition of the RFP, or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions, and only if permitted by the Government.

The government will consider any omission (Volume III and/or IV) to be unacceptable and such omission is not considered a deficiency in accordance with FAR 15.301. However, pursuant to FAR 15.306, exchanges of information with the offeror after receipt of submissions may be permitted. The Government will assess the extent to which each offeror complied with the instructions in the RFP. The government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily. Volumes III and IV constitute other information and are NOT considered a part of the offer/proposal, Volume I & II.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their offers and/or submissions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers and/or submissions accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis on initial offers and/or submissions received, without discussion. Therefore, each offer and/or submission should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:

Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors, listed in order of

importance unless otherwise noted:

Factor A. Offeror Submission Acceptability

Upon receipt of submissions at RFP closing, acceptability shall be documented. Evaluation of an offeror's submission is a pass/fail factor. In order for an offeror to "pass" the explicit instructions contained in Section L of this RFP **MUST** be adhered to. Further evaluation of an offeror shall be conducted only after an offeror's submission is determined acceptable. Unacceptable submissions shall be excluded from further consideration unless, at the discretion of the Contracting Officer, and a determination that it is in the Government's best interest to do so, the Contracting Officer decides to enter into discussions. Since this factor has the potential to eliminate an offeror from further consideration it is the most important factor.

Factor B. Offeror Technical Proposal and Statement of Work

- B.1) Technical Proposal
- B.2) Statement of Work

Factor C. Offeror Capability Information

- C.1) Offeror Experience
- C.2) Personnel Resources
- C.3) Understanding of the Work (Oral Presentations)
(Only if the Government elects to conduct oral presentations)
- C.4) Past Performance

Factor D. Cost/Price

3. LEVEL OF CONFIDENCE AND EXPECTED VALUE: The government's level of confidence rating (LOCAR) and hence the expected value for each offeror shall be developed on the basis of the offeror's **score for capability subfactors and the offeror's past performance rating, and the oral presentation score (if utilized)**. The government's level of confidence is a **subjective rating** which reflects the degree to which the government believes that an offeror is likely to keep its promises made in the offer, i.e., the determination of the expected value of the promises made by the offeror.

After the evaluation process, offers shall be compared/ranked against each other, based on the scores, achieved, to arrive at a decision as to the offer that represents the Best Value to the Government using the LOCAR (Level of Confidence Assessment Rating) method outlined and exemplified below:

The government shall consider the ratings for (past performance and the other subfactor scores, and the score for oral presentations (if utilized) to arrive at its level of confidence for the offeror (the LOCAR) using the following descriptors for the specific range of scores achievable for the LOCAR: (Maximum 1.00).

Most likely to succeed	.95 to 1.00
More likely to succeed	.6 to .94
Fifty/fifty chance of success	.5
More likely to fail	0 to .4

For this example, to achieve the LOCAR, assume the following:

CAPABILITY SCORES

<u>OFFEROR</u>	<u>PAST PERFORMANCE</u>	<u>+</u>	<u>OTHER SUBFACTORS</u>	<u>ORAL PRESENTATIONS</u> <u>(IF UTILIZED)</u>	<u>=</u>	<u>LOCAR</u>
A	Neutral		.9	Excellent	=	.8
B	Good		.7	Good	=	.7
C	Excellent		.8	Excellent	=	.95
D	Poor		.5	Poor	=	.3
E *	N/A		None	None	=	None

*Offeror E's Submission was deemed to "fail" in accordance with Factor A, therefore further evaluation was not conducted.

The Expected Value is then determined as follows:

<u>OFFEROR</u>	<u>TECH PROP / SOW</u>	<u>X</u>	<u>LOCAR</u>	<u>=</u>	<u>EXPECTED VALUE</u>	<u>PRICE**</u>
A	99		.8		80	\$25M
B	91		.6		64	\$23M
C	93		.95		88	\$27M
D	65		.3		20	\$26M
E	0*		None		0	\$20M

* Offeror E'S submission was deemed to "fail " in accordance with Factor A

** Evaluated Price

As soon as the expected value has been determined, offerors will be compared making value and price tradeoffs, and award will be made to the offeror(s) whose submission offers the best overall value. If the offeror with the better expected value has the lower price then that offeror is clearly the Best Value. If the offeror with the better expected value has the highest or higher price, then a determination must be made whether the difference in expected value is worth the difference in price. The government reserves the exclusive right to determine which offeror(s) offer the best overall value. In the scenario in the example the government may choose to award to either offeror A, offeror B, or offeror C considering value/price tradeoffs.

NOTE: There is no numerical algorithms derived from this example. The ratings are purely subjective and the example only intended to demonstrate how the evaluation process is conducted.

4. PRICE OR COST AND FEE EVALUATION

Price analysis, cost analysis, or cost realism analysis may be conducted on the data submitted to arrive at a realistic evaluated cost. This evaluated cost shall be used in the LOCAR rating system and the trade off analysis along with the expected value to determine the offeror who presents the best overall value to the government.

5. EXCEPTIONS

Offerors are not encouraged to take exceptions to this solicitation, however,

any exceptions taken to the specifications, terms and conditions, or this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the cost proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

6. AWARD ON INITIAL

The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offerors best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy". (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy".

The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

SMALL , SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (OCT 1995)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

